

**Alabama Statewide Cancer Registry (ASCR)  
CONFIDENTIALITY AGREEMENT**

1. I, *(Name of researcher)* \_\_\_\_\_ will not use the data for any purpose other than that described in the research proposal of \_\_\_\_\_ unless written  
\_\_\_\_\_ (Project Title)

authorization has been received from the ASCR Program Manager. Furthermore, I will conduct the research project in compliance with the Alabama Statewide Cancer Act, its regulations, and the Health Insurance Portability and Accountability Act (HIPAA.)

2. I, \_\_\_\_\_, will obtain approval of the Institutional Review Board (IRB), if the approval is required by law or by a research funding agency or by ASCR, and will abide by the conditions and requirements, if any, given by the IRB. If the research is to be credited toward a degree to the researcher, or if the research is being otherwise conducted by an institution of higher learning, I will provide a statement, signed by the dean of the school, or designee, declaring that the proposed research is in compliance with all applicable research standards of the institution.

3. Because of the risk to confidentiality, patient and other identifiers (physicians, hospitals, laboratories) are not to be released outside the group of investigators/staff mentioned in the application, without the permission of the ASCR Program Manager.

4. Because of the potential for disclosure, I must identify to the ASCR the names of the investigators/staff that will be given access to identifying information, and he/she must enter into agreements (e.g. signed Pledges of Confidentiality) with those named to ensure they will not disclose it to any other persons.

5. \_\_\_\_\_ will keep the data in a locked secure location to which access is given only to the individuals with whom agreements have been made.

6. \_\_\_\_\_ will not contact the subject of the personal health information, whether for the purpose of seeking additional information in relation to the research project, for the purpose of seeking consent to the disclosure of information pertaining to the research project, or for any other purpose, unless written authorization has been received from the ASCR and the attending physician has granted the researcher permissions to contact the subject through the ASCR physician consent process.

7. Because small cell counts (i.e. those numbering less than 5) may, in some circumstances, have the potential to disclose the identity of a cancer patient, they are to be treated as confidential, and suppressed or aggregated in any report to avoid any risk of residual disclosure.

8. \_\_\_\_\_ shall, within 60 days of the research termination date specified in the research proposal, return to ASCR all original personal health records received from ASCR, except data in the possession of the National Institutes of Health (NIH), and destroy all copies of personal health records that were made or received; i.e. identifying electronic information stored on disk shall be erased or reformatted; paper copies containing information for which there is risk of residual disclosure (e.g. postal codes, counts less than 5, name identifiers) shall be shredded. All records or reports provided to the researcher remain under the ownership of the ASCR.

9. \_\_\_\_\_ will notify the ASCR Program Manager in writing, immediately upon being aware, that any of the conditions set out in this agreement have been breached.

10. The Alabama Statewide Cancer Registry and the Centers for Disease Control's National Program on Cancer Registries will be acknowledged as the source of the data in all papers, publications and reports which result from the use of the data.

11. I will provide the ASCR with any reports or papers (e.g. manuscripts, draft reports, presentation abstracts) which result from the use of the data 30 days prior to submission for publication or public release.

12. The data may only be used by \_\_\_\_\_ and he/she may not sell, rent, lease, or transfer the data to anyone else, except as required by NIH. I will not copy the data or any part of it for use by anyone else, nor may he transfer or convert the data to any other medium for use by anyone else. I will not develop or derive for sale or distribution any product in machine readable form that incorporates or uses any substantial part of these data.

By signing below, \_\_\_\_\_ assures compliance with the above conditions.

Name \_\_\_\_\_  
(Please print or type)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Phone  
Number \_\_\_\_\_

Fax  
Number \_\_\_\_\_